



Atlanta  
2700 Centennial Tower  
101 Marietta Street  
Atlanta, GA 30303



**Remit to:**

Esquire Deposition Solutions, LLC  
P. O. Box 846099  
Dallas, TX 75284-6099  
www.esquiresolutions.com

**Tax Number:** 45-3463120  
Toll Free (800) 211-DEPO  
Fax (856) 437-5009

**Invoice # 335816**

Invoice Date	09/23/2013
Terms	NET 30
Payment Due	10/23/2013
Date of Loss	
Name of Insured	
Adjustor	
Claim Number	

BRIAN MURPHY ,ESQ.  
BRIAN MURPHY LAW FIRM  
514 PETTIGRU STREET  
GREENVILLE, SC 29601

Assignment	Case	Assignment #	Shipped	Shipped Via
09/11/2013	BUTLER, BRENDA vs. DRIVE AUTOMOTIVE INDU	398942	09/17/2013	E-MAIL
Description				Amount
Services Provided on 09/11/2013, LISA THOMAS (SAVANNAH, GA)				
ONE COPY OF TRANSCRIPT PACKAGE				\$ 497.75
EXHIBITS				\$ 14.70
				<b>\$ 512.45</b>
*E-TRAN ONLY				
				Tax: \$ 0.00
				Paid: \$ 0.00
<b>Amount Due On/Before 11/07/2013</b>				<b>\$ 512.45</b>
Amount Due After 11/07/2013				\$ 563.70

**Tax Number:** 45-3463120

Please detach and return this bottom portion with your payment  
or pay online at [www.esquireconnect.net](http://www.esquireconnect.net)



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Amount Due After 11/07/2013 \$ 563.70

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Thank you for your business!

002 0000335816 09232013 2 000051245 5 10232013 11072013 6 000056370 58

## Terms and Conditions

### GENERAL

1. Parties. "Seller" means Esquire Deposition Solutions, ("Esquire") and "Buyer" means Esquire's client, attorney and law firm as well as the client that the attorney or law firm is representing, jointly and severally.
2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Esquire Deposition Solutions products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Esquire Deposition Solutions hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.
3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
4. For further information regarding our pricing policy go to: [www.esquiresolutions.com/services](http://www.esquiresolutions.com/services)

### CREDIT AND PAYMENT TERMS

1. Credit terms, if any, both as to time and amount, may be limited or revoked by Seller at any time without prior notice and thereafter the price of all or any part of Products delivered or to be delivered shall be payable in accordance with such limited credit terms, or, at Seller's option, in cash before shipment or on or after acceptance of delivery ("COD"). In circumstances described in Section 6(a), all unpaid balances owing to Seller from Buyer shall become immediately due and payable.
2. The Buyer agrees to pay for all services and products according to the terms established by the creditor in response to his order. No terms and conditions of any invoice or purchase order which differ from the terms so established by the creditor will govern the relationship between the parties.
3. The client agrees that all amounts payable on or before the due date as shown on each invoice will be paid, and if not paid on or before said date, are then delinquent. Client further agrees that any amount which is not paid when due shall be subject to an interest charge of 1.5% per month or the highest rate allowed by applicable law, until paid in full.
4. The customer agrees to be responsible for all collections costs and attorney's fees in the event Esquire is forced to place the account for collection with an outside agency. If the collection is handled in-house by Esquire, customer agrees to be responsible for the in-house time and costs incurred which will be billed at the rate of \$50.00 per hour.
5. A \$35 handling fee will be assessed to checks returned for insufficient funds.
6. Late Fees: Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance.
7. Undisputed Charges: Disputed Charges - You Must Still Pay Undisputed Charges: Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes may only be made by calling, emailing or writing us as directed on your invoice or elsewhere. All charges not properly disputed within the allotted time period shall be deemed accepted; undisputed charges must still be paid as stated on your bill. Any delayed payments will be levied late fees as stated above.

### SOLVENCY

1. The client represents that, as of the date of its order or scheduled deposition, it is solvent, able to pay its debt as they come due and has not filed, nor is it subject of any petition of bankruptcy or for reorganization under any federal or state bankruptcy law. Should the foregoing representation become false at any time during the course of a business relationship between the client and the creditor or while the client owes any amount to the creditor, client agrees to immediately notify Esquire of all facts surrounding such occurrences.
2. The client authorizes Esquire to obtain a written or oral credit report from any credit reporting agency. In addition, the client further authorizes any bank or commercial business with whom the client is doing or has done any type business to give any and all necessary information to Esquire which will assist the creditor in the investigation. The client further authorizes the creditor to reinvestigate the client's credit status from time to time as the creditor deems necessary.

### GOVERNING LAW

1. The Contract, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with law of the State of New Jersey.
2. The Buyer agrees that the jurisdiction and venue for all disputes under this invoice will be New Jersey.

### MISCELLANEOUS

1. Buyer may not assign its rights under the contract without Seller's prior written consent.
2. Failure by seller at any time or times to require strict performance of any provision hereof shall not be considered to be a waiver of Seller's rights with respect to such breach or any succeeding breach of such provision or any other provision of these Terms and Conditions.
3. If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law.
4. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time the deposition is taken. All accounts are payable in U.S. funds, free of exchange, collection or other charges, in cases where price for Products include shipping costs, any increase in such shipping costs shall be for Buyer's account and Buyer agrees to pay Seller such increases.
5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account Buyer.
6. Any payments in excess of the invoice amount will be held on buyer's account as a deposit toward future services in the following twelve (12) months. An administrative processing fee of \$250, as allowed by applicable law, will be charged to Buyer's account for each excess payment.

## Disclaimer

Attorney is responsible for payment of all charges incurred. Payment due by "Payment Due" date shown on invoice. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, deposition summary, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions.

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**ESQUIRE**  
DEPOSITION SOLUTIONS

**Important Notice: Change of Remittance Address effective December 15, 2011.**

**United States Postal Mail:**

Esquire Deposition Solutions, LLC

P. O. Box 846099

Dallas, TX 75284-6099

**Overnight Mail:**

Bank of America Lockbox Services

Lockbox 846099

1950 N Stemmons Freeway

Suite 5010

Dallas, TX 75207